

Having work done on your home

A step by step guide



Getting work done on your home can be stressful but you can help yourself by taking a step-by-step approach...



What do you do if you have an emergency leak and don't already have a number for a plumber you can trust?

Where do you find someone reliable to put in a new kitchen for you?

This guide gives you tips on how to go about getting work done on your house. Whether the job is big or small there are certain steps it is advisable to take.

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The aim of the Office of Fair Trading is to make markets work well for consumers.

Finding a trader

Where to look

- Ask **friends and neighbours** if they can recommend anyone.
- Look in our **list of useful organisations** for bodies which might be able to suggest traders in your area (see page 19).
- **Be wary** of people ringing you up or knocking on your door, especially if they want you to sign up to a special deal on the spot (see page 6).
- **Be cautious** of advertising which comes through the door, particularly adverts which have only a telephone number. Anyone can claim to be a builder/decorator/etc.

To help you make better decisions ask a trader the questions on page 4.



Questions to ask a trader

- **How long have they been in business?** Do they have premises you can visit? Established traders are less likely to disappear in the middle of a job.
- **Are they a member of a trade association?** This may give you some extra security as some associations have protection schemes or will help to resolve disputes. Ring the association to find out what protection it offers, and to check if the trader is a member.
- **Can you see references** and/or similar work the trader has done in the past?
- **Do they have insurance against damage to property** (your neighbours' as well as yours)?
- **Is their work guaranteed?** If so, is the guarantee insurance-backed (which means you are protected if they go out of business)?

Guarantee schemes

Guarantees are in addition to your legal rights not instead of.

If the work is covered by a guarantee scheme, the name of the scheme and any registration number should be included in your written agreement (see page 7).

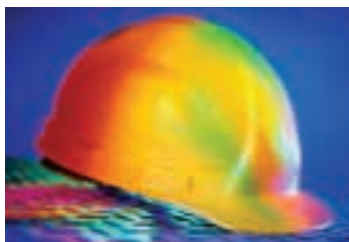
Traders' own guarantees – If they go out of business, the guarantee is worthless. But don't forget that you have rights whether or not you have a trader guarantee (see page 7).

Insurance-backed guarantees – An insurance-backed scheme protects you if your trader goes out of business. It is underwritten by an insurance company. Insurance-backed schemes may well be tied in with a trade association and association members are usually vetted before they are able to participate.

Shop around

- Ask at least **three** traders to quote on your work.
- Make sure they give you a **quote** for a **fixed price** and not an **estimate** (a guess which could go up later).
- *Be specific* about what you want when asking for quotes so that the traders are giving a price for the same work.
- Check that **all** the things you asked for are covered in each quote.
- Choose the quote which offers **best value for money**, taking into account not only price but also reputation for quality and reliability.
- **Don't be pressured** into getting work done that you can't afford.

Beware of the hard sell



Don't let fast-talking cowboy builders who just happen to be 'in your area' talk you into a spur-of-the-moment decision that you later regret.

- Never accept lifts to banks from salesmen for you to collect money for the deposit – they may disappear with your cash.
- Never give your credit card details over the phone in response to a sales call.
- If you are interested in the deal being offered:
 - Ask for **written information** about it and any discounts on offer.
 - Ask the **questions** listed on page 4.
 - Don't sign up to anything on-the-spot. **Shop around** (see page 5) to check whether it really is the best deal for you. If the seller says you can't have time to think about it, ask why not.

See page 9 for your cancellation rights when buying from a door-to-door salesperson.

Your rights

You have basic rights under the law. You can expect that the work be:

- carried out with reasonable care and skill
- finished in a reasonable time (unless a specific time has been agreed)
- provided at a reasonable cost if you have not agreed a specific price – but you should always try to agree a fixed price in advance.

You have these rights even if nothing is written down. But a written agreement or contract can help things run more smoothly.

What to look for in a contract:

- a **description** of the work to be done
- the **price** you have agreed (with the trader's quote attached)
- start and finish **dates** – if the finish date is important put that fact in writing
- details of any **guarantees**
- *see page 15 for extra things to include in contracts for bigger jobs*

Before signing, always read a contract carefully because once you have signed you cannot normally back out.

Things to watch out for in contracts provided by the trader



Always check for unfair terms in the small print in any contract you sign. A term which is weighted in favour of the trader may be unfair. Sometimes traders try to use standard terms in their contracts to avoid responsibility if things go wrong. You are not bound by terms which are unfair. Common types of unfair term are those which:

- allow the trader to vary the terms of the contract, say by putting up the price, without giving you the right to cancel
- stop you holding back part of the payment if the work turns out to be faulty
- make you lose prepayments if the trader cancels the contract.

You have the right to be told, in plain language, all standard contract terms before you sign the contract. If you are worried about a contract you have signed, seek advice from your local trading standards service (part of your local authority). For more details on what standard contract terms might be unfair see the OFT website www.of.gov.uk/Consumer/Unfair+terms+in+contracts

Your cancellation rights

Whether you have cancellation rights depends on how you ordered the work you want done.

Buying from a door-to-door salesperson

You have cancellation rights for some home improvements services such as double glazing which you buy from a door-to-door salesperson who has called at your home uninvited or who has called on you at a time they arranged with you during an unsolicited phonecall. But these rights only apply to home repairs and improvements and not to more major building work such as a house extension.

If you do have cancellation rights, you must be given a cancellation notice in writing when you agree to buy the service. If the trader does not give you one, they cannot enforce the contract and could face prosecution. You must tell the trader in writing within seven days of signing the contract that you want to cancel.



Buying over the phone, on the web or by mail order

If you buy this way, as long as there are no face-to-face meetings (not even a site visit) before you buy, you may also have cancellation rights. You must tell the trader in writing within seven working days if you want to cancel. You may lose your right to cancel if the work has started before the seven days are up and you were warned about this before you agreed to buy and you have agreed to the work starting.



Buying on credit

If you pay for home improvements work through a credit arrangement in which a contractor lends you money or arranges for you to borrow money from a creditor, you might have cancellation rights or time to change your mind. You can

change your mind if you or the creditor haven't yet signed the credit agreement. Also, you will normally have a right to cancel the credit agreement if you have signed it at home – in which case there should be a cancellation box on your copy of the agreement telling you what to do. But there are tight time limits so act quickly. If you cancel the credit, the agreement with the trader for the work will also be cancelled.

For more information

...on shopping from home and cancelling credit agreements see www.ofc.gov.uk/Consumer/Your+Rights+When+Shopping+From+Home/ or seek advice from your local authority's trading standards department.

Paying for the work

Don't pay in advance

- Try to avoid paying deposits, particularly large deposits, and don't ever pay the whole amount up front. There is a risk that the trader will disappear with your money.
- In all cases, you should try and keep back enough money to keep pressure on the trader to get on with the job and to finish it properly.
- For bigger jobs, see page 16 for details on making stage payments.

Agree things beforehand

- **Before** you make any **final** payment make sure you are satisfied the work has been carried out with due skill and care.
- Be suspicious if you are suddenly being charged for extra expenses. If you have agreed a price beforehand for the work, you should not have to pay for 'extras'.
- Sometimes unexpected extra work will be needed, but agree the additional costs **before** extra work starts.

Get and keep the paperwork

- Get an invoice, including VAT, and ask for a signed receipt for every payment you make – keep all invoices and receipts.

Pay the company

- If the work is done by a company, do not pay an individual builder, always pay the company.

Paying on credit

See pages 10 and 20.

Bigger jobs

For bigger jobs the same guidelines hold true but there are extra things to think about...



Before you start

Step 1... do you need planning permission?...does your work need to comply with building regulations?...do you need listed building or conservation area consent?

Check with your local authority's planning and building control department.

Step 2...do you need your neighbours' agreement?

Check whether any fences and walls you have in common, will be affected – discuss and agree this with your neighbours.

Step 3...do you need a professional to help you plan the project?

See our list of useful organisations on page 22. If they employ sub-contractors they are responsible for the quality of the sub-contractor's work.

Step 4...have you told the company which insures your house that you are having work done on it?

Planning the work

Draw up a list of what needs doing to be used as a basis for traders to quote for the work. You might want to include:

- **Preparatory work** – do they need to burn off defective paint, ensure surfaces are made good before repainting, remove rotten wood from window frames and so on.
- **Protect existing features** – say if you want parts of your property such as mouldings, fireplaces or woodwork to be protected against possible damage.
- **Materials** – if you want certain materials to be used say what they are – such as which roof tiles, what type of paint and how many coats of paint you want.
- **Location, access and facilities** – say where the work is to be done, how the trader will get in, what storage space is available, what water, electricity or phone utilities can be used.
- **At the end of the job** – say that the site should be left clean and tidy, with rubbish and any unused materials removed.



Paying as you go

For big jobs paying in stages is a good way of keeping control of the job. If the trader fails to turn up, point out that the next payment could be delayed or stopped. But if you are paying on credit see page 20.

- Agree in writing in advance the timing of payments.
- Agree in writing in advance that you are going to keep back a percentage of the fee after the end of the work to check everything has gone smoothly.
- Don't pay a lump sum to cover materials for the **whole** job, only pay for those that are needed at any particular stage. It can be better to order the goods yourself and have them delivered direct to you.

Just in case there's a problem

Agree in writing in advance what happens if there's a dispute, for instance, that you plan to

withhold part of the payment until it is resolved. As long as this is a reasonable amount, you can't be prevented from doing it.



The contract

You can buy a copy of a standard industry contract from the Building Centre or one of the architects' trade bodies – see our list of useful organisations for details (page 22). A standard contract prompts you for the information that you need to include, such as payment details and dispute resolution as described opposite. It also prompts you for the vitally important details of whose responsibility it is (yours or the trader's) to get planning permission and to make sure the work complies with building regulations.

Package deals

Some companies offer packages for fitted kitchens, loft conversions, etc, where they sort out everything for you. Be aware that you might be paying extra for the convenience of a package.

- Read carefully any contract you are asked to sign. See page 8 for what to watch out for in traders' contracts. Challenge the trader if you are asked for large deposits or payment in full before the work has been finished.
- Make sure the contract includes as much information as possible. See page 7 and 'The contract' above for more details on what should be in the contract.
- In case something goes wrong, make sure you know who has overall responsibility for the work, particularly if sub-contractors will be involved.

What to do if things go wrong

Many disputes are settled quickly and amicably – but it will help if you know what to do. See page 7 for details of your basic rights.



Give the trader a chance to put things right

Put things in writing and keep notes

- If you are still not satisfied put your complaint in writing. Write to the head office if there is one. Say what you want done and set a deadline (see page opposite – how to deal with delay).
- Keep copies of letters, photos and a diary of events. Make a note of any conversations especially about prices.

How trade associations can help

- Some trade associations have codes of practice for their members to follow. These should give you basic guidance about what is considered reasonable standards of work.
- If the trader belongs to a trade association, there may be a conciliation or arbitration scheme. But a dispute can only go to arbitration if both sides agree to participate.

As a last resort, you could consider withholding payments. But if you are paying on credit see page opposite.

How to deal with delay

If you think that you have waited long enough for a job to be finished, you should tell the tradesperson, preferably in writing, that you will cancel the contract unless the work is finished within a stated period.

The time stated has to be reasonable (for example, in some contracts 28 days might be reasonable).

If the work has not even been started, let alone finished, within the stated time you should simply cancel the contract. If the work has been started but not finished you can claim compensation from the original trader for any reasonable extra costs you incur by getting another trader to finish the job.

When paying on credit

- If you have any kind of credit agreement think carefully and take legal advice before you withhold payments as your future credit rating could be affected.
- If you paid by credit card or the work is being financed by a credit agreement arranged by the trader the lender is jointly liable with the trader for any breach of contract (if the work costs between £100 and £30,000). Tell the lender if there is a dispute.

Going to court

You can take your contractor to court. Citizens' advice bureaux and consumer advice centres have leaflets explaining how the small claims procedure works (as does your local county court) and can help with filling in the forms. They may also be able to give free legal advice, and get someone to go to court with you.

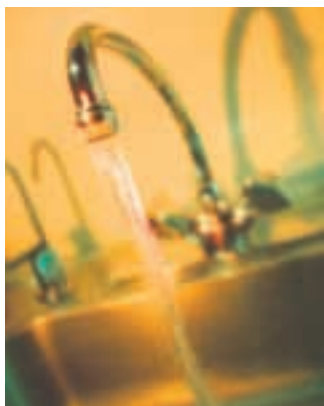
You may need to get an expert opinion to back up your complaint. A different contractor may charge you for giving an expert opinion.

Further advice

You can get advice from

- a local citizens' advice bureau (CAB)
- a consumer advice centre (CAC)
- your local trading standards department (part of your local authority).

Look in your local phonebook for contact details.



Further information

Ask for the companion leaflet to this one:

Organisations which can help (reference number: OFT118b).

It is available from:

Office of Fair Trading

PO Box 366, Hayes UB3 1XB

Tel: 0800 389 3158

Email: oft@ecgroup.co.uk

Web: www.oft.gov.uk

Finding a trader

Consumer Direct

Help and advice on goods and services, on what to look out for when you buy or choose a supplier, and on various consumer issues such as buying on credit and doorstep selling, and links to other websites is available from www.consumerdirect.gov.uk

FENSA

The Fenestration Self-Assessment Scheme, or FENSA, was set up by the Glass and Glazing Federation with government approval, in response to new Building Regulations for England and Wales. From April 2002, all replacement Glazing in dwellings must now comply with improved thermal performance standards. Homeowners who replace windows or glazed doors must obtain a certificate from Local Authority Building or have the work completed by a FENSA registered company. For further details about FENSA see its website www.fensa.co.uk, which also has a facility to search for FENSA registered companies.

Bigger jobs

Planning – a guide for householders

(www.planning.odpm.gov.uk/householders) and

Building Regulations explanatory booklet

(www.safety.odpm.gov.uk/bregs/brpub/br-booklet/whole.htm) are available from your local council

or from:

ODPM Free Literature

PO Box, 236 Wetherby LS23 7NB

Tel: 0870 122 6236

Textphone: 0870 120 7405

Email: odpm@twoten.press.net

- Consumer tips
- Consumer know how
- Consumer credit

This information is available in other formats and other languages on request. Please ring 0800 389 3158

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